

REMARKS

The Examiner rejected claims 1-21, 25-65, 69-84, 86-97 under 35 U.S.C. 102(e) as being anticipated by U.S. Pat. Pub. No. 2003/0120541 (Siann et al.). Claims 1-21, 25-65, 69-84, 86-97 are currently pending this application. The applicants reserve the right to reintroduce the original claims at a later date, if desired.

The 112 Rejection

At page 7 of the Office Action, the Examiner rejects claim 1 for including the language "constructing a license using license parameters available to the playback system, not using the activation code," while the specification at page 15, lines 8-12 defines an activation code as part of a "whole license." Claim 1 has been amended as follows to clarify the issue:

... the valid signature and the constructed license constitute a whole license;

launching content associated with the whole license in accordance with the license parameters.

Thus, as claimed, the "whole license" is a constructed license and the valid signature, which is at least a part of the activation code. Moreover, the definition from the specification states "an activation code ***might be*** an entire license, a part thereof, or a transformation thereof." This definition should include the possibility that the activation code may or may not have any reasonable association with the "whole license." Furthermore, one of skill in the relevant art would understand the term "activation code" as claimed, without undue burden, using the specification as a guide to an understanding of the claim, if necessary.

Response to Arguments

At page 4 of the Office Action, the Examiner stated that, since the applicant states at page 14, lines 13-16 of the specification that a license "generally describes information sufficient for the secure player to verify the authenticity of the content and to use the

content, and to verify that the specific user has rights to execute or present the content at the specific playback device," it is essentially unnecessary for Siann to describe anything beyond "Siann teaches a mechanism that in conjunction with access data, provides information sufficient for the secure player to verify the authenticity of the content and to use the content and to verify that the specific user has rights to execute or present the content at the specific playback device. Therefore, Siann teaches the license as described by the applicant's definition (see also parag. 100-108)." Applicant respectfully asserts that the Examiner is incorrect for the following reasons.

Claim 1 includes the language:

providing a system including a playback device;

sending to a device, via a transport technique not including the playback device, a text-based activation code that includes data from which rights information is verifiable by the system;

enforcing the rights information on the system in response to the text-based activation code, wherein the enforcing includes:

repeating:

constructing a license using license parameters available to the playback system, not using the text-based activation code;

authenticating the constructed license using at least part of the text-based activation code as a cryptographic signature;

checking that the cryptographic signature is a valid signature using a trusted license server;

selecting a different set of license parameters if the cryptographic signature is not valid;

until the cryptographic signature is determined to be a valid signature for the constructed license, wherein the valid signature and the constructed license constitute a whole license;

launching content associated with the whole license in accordance with the license parameters.

The Examiner is required to show that the prior art of record includes each and every element of a claim. Even two methods that achieve the exact same result can be patentably distinct if the way in which the results are achieved are new, useful, and non-obvious. In the present case, claim 1 repeatedly constructs a license, authenticates the constructed license using at least a part of the text-based activation code as a cryptographic signature, and checks the validity of the cryptographic signature until the cryptographic signature is determined to be valid for the constructed license. Siann teaches nothing that resembles this language. The Examiner is required to show that Siann teaches each and every element of the claims, and, respectfully, has failed to do so.

The Prior Art

Siann et al. apparently teach a method and device for electronically providing electronic media content and advertising content includes a media player and electronic media content from an electronic media content provider. The media player is electronically provided with the electronic media content via a first method of transmission. The media player is also electronically provided with advertising content, from an advertising content provider, via a second method of transmission. If necessary, the electronic media content is decrypted by the media player prior to the electronic media content being provided to the user. The media player electronically determines when advertising is to be played on the media player. Additionally, according to an embodiment, when the media player is disconnected from the first method of transmission, and the media player ceases to receive electronic media content via the first method of transmission, the media player is electronically provided with advertising content via the second method of transmission. (Abstract).

Applicant incorporates previous Office Action response assertions regarding Siann et al. herein, and respectfully disagrees with the Examiner's responses thereto. In the Response to Arguments section above, applicant reiterates the argument regarding putting together a license at a playback device. Specifically, and contrary to the Examiner's implicit assertion at pages 4-5 of the Office Action, Siann et al. do not disclose repeatedly constructing a license to be checked against a cryptographic signature from an activation code. Rather, there are only two embodiments for provisioning of access data described most clearly in paragraph 82, which are: 1) "once electronic media content is downloaded or purchased by a user, an indication is sent to coordination system 160 and access data is generated [then sent via the third method of transmission]" and 2) "the access data is provided to the media player along with the electronic media content." Neither of these options explicitly, implicitly, or inherently includes repeatedly putting together a license using information available to the playback system, not using the activation code, until a cryptographic signature (from the activation code) is determined to be a valid signature for the constructed license.

The Prior Art Distinguished

To anticipate a claim, a reference must teach each and every element of the claim. As described above, Siann et al. do not teach repeatedly constructing a license, authenticating the license, and checking the validity of a cryptographic signature until the cryptographic signature is determined to be valid. For this and previously stated reasons, claim 1 is allowable over Siann et al. Claims 2-21, 91-95, which depend from claim 1, are allowable at least for depending from an allowable base claim and potentially for other reasons, as well.

Claim 25 includes, in part, the language, "wherein the text-based activation code is not used to authenticate the execution rights; verifying the execution rights using at least part of the text-based activation code as a cryptographic signature..." Siann et al., on the other hand, disclose at paragraph 80, "By using access data, secure electronic media content is decrypted." Thus, Siann et al. use the access data for decryption rather than

verification of execution rights. Siann et al. do not disclose a text-based activation code that includes data from which rights information is verifiable. For any of these reasons, claim 25 is allowable over Siann et al. Claim 26, which depends from claim 25, is allowable at least for depending from an allowable base claim and potentially for other reasons.

Claim 27 includes the language, "using the activation code as a cryptographic signature to cryptographically verify rights information... constructing a license using information available to the playback system, not using the activation code." As described above, Siann et al. do not disclose a text-based activation code that includes data from which rights information is verifiable. Also, Siann et al. do not disclose constructing a license using information available to the playback system, not using the text-based activation code. For any of these reasons, claim 27 is allowable over Siann et al. Claims 28-33, 96-97, which depend from claim 27, are allowable at least for depending from an allowable base claim and potentially for other reasons.

Claim 34 includes the language: "... constructing a license using information available to the playback system, not using the signature; authenticating the license using the signature..." Claim 34 is allowable for reasons similar to those described previously. Note, however, that a signature is sent, rather than an activation code. Siann et al. do not disclose constructing a license using information available to the playback system, not using the signature. For any of these reasons, claim 34 is allowable over Siann et al. Claim 35 is allowable for similar reasons.

Claim 36 includes the language:

providing, in a closed content distribution system, an SMS text message that includes license information in the form of an activation code that is small enough for a human to conveniently enter, the closed content distribution system including a playback device and a secure processor, wherein the SMS message is sent via a communication link not including the playback device or secure processor;
constructing, at the playback device, license parameters including a device ID, a content ID, and a rights code identified by the activation code;

using at least part of the SMS text message as a signature to authenticate the constructed license parameters;

allowing content identified by the content ID to be is executed or presented by the playback device or the secure processor, or by both in combination or conjunction in accordance with the constructed and authenticated license parameters, wherein the playback device or the secure processor, or both in combination or conjunction, are associated with the device ID;

ensuring that rights information associated with the rights code is enforced by the playback device or the secure processor, or by both in combination or conjunction.

As described above, Siann et al. do not teach a text-based activation code as recited in claim 36. Specifically, Siann et al. do not disclose a text-based activation code (the closest equivalent in Siann et al. begin "access data") of sufficiently small size that it is ***convenient for a human to enter***. Siann et al. do not disclose using at least part of an SMS text message as a signature to authenticate constructed license parameters. Rather, as disclosed at paragraph 80, access data is used to decrypt secure electronic media content. For any of these reasons, claim 36 is allowable over Siann et al. Claims 37-65, which depend from claim 36, is allowable at least for depending from an allowable base claim and potentially for other reasons.

Claim 69 includes the language, "... verifying rights information associated with a license from a text-based activation code received on the communication link, wherein license parameters of the license do not include the text-based activation code." As described above, Siann et al. do not teach a text-based activation code as recited in claim 69. Specifically, Siann et al. do not disclose a text-based activation code that includes data from which rights information is verifiable. Siann et al. do not disclose constructing license parameters not including the text-based activation code. For any of these reasons, claim 69 is allowable over Siann et al. Claims 70-87, 89-90, which depend from claim 69, are allowable at least for depending from an allowable base claim, and potentially for other reasons.

Conclusion

A Notice of Allowance is therefore respectfully requested. Should the Examiner find that a telephone or in-person conference would expedite the prosecution of this Application further, he is invited to contact the Applicants' counsel at the contact listed below for such a conference.

Please charge the One Month Petition to Extend Time fee of \$120.00 to our Deposit Account No. 50-2207, under Order No. 57159-8009.US01 from which the undersigned is authorized to draw.

Dated: September 10, 2007

Respectfully submitted,

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